

Strawberry Festival Non-Profit Rules & Regulations

- 1. PARTICIPATION:** Food, beverage and game booths shall be limited strictly to non-profit organizations that serve Miami County.
 - a. NON-PROFIT BOOTH SPACE** - Each non-profit organization will be limited to **one** (1) profit-making booth or service.
 - b. COMMERCIAL VENDORS** - Each commercial vendor will be limited to partnering with **one** (1) Miami County non-profit. Commercial vendors are required to provide a copy of the agreement with the non-profit.

- 2. FESTIVAL HOURS:**

Optional Strawberry Jam, Friday, June 3 - **5:00 pm-9:00pm**, with booth shut down/last sale at 8:45 pm.
Saturday - **10:00am-9:00pm**, with booth shut down/last sale at 8:45 pm.
Sunday – **10:00 am-5:00 pm**, with booth shut down/last sale at 4:45 pm.
Your booth **MUST** be open all hours of the festival. If you sell out a representative must contact a Festival representative.

- 3. APPLICATIONS:** All applications will be reviewed and approved by the Committee. Acceptance will begin after the deadline on January 31st. The Committee will use the following criteria for selection:

Acceptance criteria will include but is not limited to:

- **Number of years the non-profit has participated in the festival**
- **Selling a strawberry food item (MANDATORY)**
- **Electrical needs**
- **Food items to be sold (TSF may limit same/similar products)**
- **Favorable profit-sharing agreement with non-profit (non-profit receives a minimum of 25% of NET profits)**
- **Date application is received.**

ALL VENDORS ARE REQUIRED TO HAVE AT LEAST ONE STRAWBERRY ITEM.

- 4. BEVERAGES:** The Strawberry Festival is under a sponsorship agreement that requires all vendors to sell Pepsi products (20 oz. bottles) purchased through the Festival. Any organization not adhering to this policy will be removed from participating at the Strawberry Festival and will not receive a refund on their application fees.
- 5. FOOD PRODUCTS:** Each booth will be limited to 5 food or drink items.
- 6. ALCOHOL SALES:** ALCOHOLIC BEVERAGES ARE PROHIBITED.

NOTE: The City of Troy will be operating the DORA during the hours of the festival. (Designated Outdoor Refreshment Area).

- 7. INSURANCE:** All Clubs and Organization booths and /or Commercial Vendors are required to maintain at their own expense for the duration of the event: **Commercial General Liability (CGL)**

insurance to participate in the Strawberry Festival. Each vendor will provide **proof of current insurance**.

a. **CURRENT INSURANCE**

If your Business is providing its own insurance, *such coverage shall be at least as broad as: Commercial General Liability (CGL): ISO Form CG 00 01 covering CGL on an “occurrence basis”, including products-completed operations, personal and advertising injury, with limits no less than \$1 million per occurrence. If a general aggregate limit applies, it shall be no less than \$2 million applying separately to this event.*

The following disclosure **MUST BE INCLUDED ON THE INSURANCE CERTIFICATE** to evidence compliance with this requirement. Insurance certificates that do not include this language, as provided, will be rejected and will not be permitted to participate until the certificate is corrected **by May1st** or until it pays the required fee to be insured by the Troy Strawberry Festival’s policy:

Required Additional Insured Language:

“The following are Additional Insureds on the CGL coverage: Troy Strawberry Festival Inc., Troy Area Chamber of Commerce, and the City of Troy, Ohio, its officials, employees and agents. Coverage shall be primary to the Additional Insured and not contributing with other insurance or similar protection available to the Additional Insured whether other available coverage be primary, contributing or excess.

The Additional Insured language cannot be amended, shortened or changed.

Please note: Your standard Homeowners coverage will not provide a vendor with the required coverage. Your insurance must be **Commercial General Liability Insurance (CGL)**.

8. **INDEMNIFICATION AGREEMENT:** All Vendors (Commercial and Non-profit) must sign an indemnification agreement/waiver showing that you hold harmless the City of Troy, Troy Area Chamber of Commerce and the Troy Strawberry Festival, Inc.
9. **FEES: Fees are not due with the application.** Once approved, the Strawberry Festival will invoice for the appropriate fees. Payment for booth space(s), insurance, electric, trash, and tent(s) is required fourteen (14) days after acceptance/invoice. You will receive notification of acceptance with an invoice by email.
10. **RETURNED CHECKS: A \$35.00 fee will be charged to any check that is returned to us for any reason.**
11. **HEALTH PERMITS:** All groups must have a health permit for the sale of food. Health department regulations will be followed. Health permits may be obtained from the Miami County Health Department. Food regulations will be addressed at the mandatory meetings, by a representative from the Miami County Health Department.

12. REFRIGERATION TRAILERS: Refrigeration trailers are provided by the Strawberry Festival Committee during designated hours. Any group which needs to access the refrigeration trailers will be required to obtain an ID badge at the beginning of the event.

13. FIRE EXTINGUISHERS: All groups will be *required* to have a Fire Extinguisher.

All vendors are required to have an ABC fire extinguisher at their booth. An ABC fire extinguisher is effective in fighting fires in ordinary combustibles, such as wood and paper, fires involving flammable liquids, such as grease, gasoline, oil, etc., and is suitable for use on electrically energized fires. An ABC fire extinguisher is marked with the following symbols:



Fire extinguishers may be rented. We can provide more information, please let us know if you need to rent a fire extinguisher.

14. HAWKING PRODUCTS: No “hawking” outside your booth. “Hawking” includes not being in your booth, soliciting sales to the crowd and offering samples from outside your booth.

15. RIDES - No carnival rides will be permitted.

16. SIGNS - All booths must have **VISIBLE**, proper signage indicating the respective Non-Profit. **Signage for Non-profit should be larger than that of a commercial vendor.** It MUST be clear to patrons who commercial vendors are partnering with. No signage may protrude from the booth at any angle, and must remain flush against your tent or trailer.

17. PROFIT SHARING - All Vendors shall pay 15% of NET profits to the Troy Strawberry Festival. Funds paid to the festival help to cover expenses such as security, restrooms, shuttles, signage and other logistical needs. Organizations whose 15% payments are not received by **June 30th** may forfeit their participation in future festivals.

The decision regarding who pays the 15% to the festival should be determined in the profit sharing agreement between the non-profit and the commercial vendor.

18. AUDIT – The Troy Strawberry Festival will randomly audit ten (10) booths each year. Booths will be required to provide proof of expenses and revenue in addition to the Profit Sharing (15%) Tabulation form.

19. COMMUNICATION: Communication is done by e-mail to both the non-profit and commercial vendors. Non-profits should also be communicating all information with their respective Commercial vendors.

a. **Meetings:** A representative from each Non-Profit Organization participating and their respective commercial vendor, if applicable, must attend a mandatory meeting prior to set up.

A Mandatory meeting will be held on **Thursday, June 1 at 6:00 pm** in downtown Troy on Prouty Plaza. Rain Plan will be TBD.

Failure to have a representative at this meeting will result in losing your booth space for future festivals.

- b. Additional information regarding rules and regulations will be sent by email after acceptance and prior to the festival. We encourage you to share all information with everyone that will be working the booth.
- c. A representative from your **non-profit** MUST be available throughout the entire festival.

20. TENTS: If you are not using a trailer, tent rentals are **mandatory** to protect you and your products from the elements.

21. JURISDICTION: The Troy Police Department maintains jurisdiction over ALL traffic accessing the public roads and parking sites at ALL TIMES. Please pay attention to Police Department instructions AT ALL TIMES.

22. TRASH - The Troy Strawberry Festival will provide trash toter for public and vendor use. Trash toters will be placed throughout the Festival site. EACH organization and vendor is responsible for gathering and placing its trash in the TRASH TOTERS PROVIDED.

SEPARATE CARDBOARD RECYCLING DUMPSTERS will be provided for vendors. The location will be provided during the mandatory meetings. All boxes must be broken down and placed in recycle bins; failure to do so may result in surcharges to your organization. .

Les Barker with The Junior Teen Institute (JTI) historically provides vendor trash collection services for a fee, if you require assistance during the festival. Please call Les Barker (937) 416-8960 to make arrangement for this service.

Vendors are NOT allowed to place trash in dumpsters in the downtown area. Failure to follow this rule may result in surcharges to your organization or possible loose of booth space for future festivals.

23. PARKING – a parking pass will be provided. This is your assigned space and is the ONLY space that should be used. Commercial Vendors should not be parking trailers, trucks, etc. on the side streets. For assistance with parking, please contact the Festival office or a volunteer.

Parking on side streets prior to the festival is not permitted. (example: parking in downtown Troy on Wednesday prior to the festival)

24. VEHICLES ON SITE – Vehicles are only permitted on festival grounds during designated set-up and tear-down times. (times provided at mandatory meetings). Vehicles may **not** be permitted on the levee due to weather.

25. RE-STOCKNG – re-stocking by hand-cart/wagon only. No vehicles will be allowed on site.